

COOPERATIVE ENDEAVOR AGREEMENT

BETWEEN ST. JOHN THE BAPTIST PARISH COUNCIL AND NEW WINE CHRISTIAN FELLOWSHIP

THIS AGREEMENT, entered into on the 8th day of December 2020, by and between the **ST. JOHN THE BAPTIST COUNCIL (Parish)**, herein represented by, **Jaclyn Hotard, Parish President**, and **New Wine Christian Fellowship (NWCF)** represented by, **Neil Bernard, Pastor**, duly authorized to enter into this agreement on behalf of the NWCF via resolution passed on the 8 day of December 2020, do declare that:

WHEREAS, beginning on January 1, 2021, NWCF and the Parish has determined that the facility (gym) located at 1921 W. Airline Hwy, LaPlace, LA; facility (church) located at 1929 W. Airline Hwy, LaPlace, LA and the adjacent parking lot may be suitable for the use as a public shelter of Last Report or staging area, or for other purposes in connection with emergencies and disaster recovery efforts. (The facility is referred to as a NWCF). Upon request by the Parish Public Safety Director or designee (which may be made orally or in writing), Owner will make NCWF available to the Parish for use as a Shelter of Last Resort or Staging Area; and

WHEREAS, NWCF has the resources to shelter and temporarily house public citizens as evacuees and those rescued in response to emergencies and it is in the best interest of the Parish that these public citizens are evacuated and sheltered on behalf of the Parish; and

WHEREAS, NWCF affirms that it is has the legal authority to conduct and/or provide for all necessary and approved work related to emergencies or disasters; and

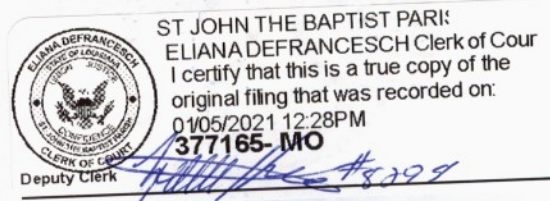
WHEREAS, NWCF will provide the Parish use of a clean, safe and structurally sound facility (church) located at 1929 W. Airline Hwy, LaPlace, LA equipped with cooling, heating, water and restroom systems that are in proper functioning and working order and use of the adjacent parking lot,

WHEREAS, to compensate NWCF for the use of the facility, Parish shall reimburse NWCF the cost of utilities for the emergency and/or disaster recovery period.

WHEREAS, the CEA will provide for the safekeeping/housing of citizens of St. John the Baptist Parish residents in an emergency and disaster situations where their life may be in imminent danger due to Acts of God

WHEREAS, NWCF has agreed to comply by the terms of this agreement.

NOW THEREFORE, the St. John the Baptist Parish Government and NWCF for the consideration and under the conditions set forth, do agree as follows:



ARTICLE I DEFINITIONS

SECTION 1.01. Defined Terms. As used herein the following terms shall have the following meanings unless the context otherwise requires, and such meanings shall be equally applicable to both singular and plural forms of the terms herein defined:

Disaster Recovery: Those activities conducted to restore a community as close to the pre-disaster conditions as possible, once emergency conditions have abated.

Emergency: A situation that, due to its severity requires extraordinary response by the parish, including a request for services or resources beyond the capability of the Parish government.

Emergency Operations Plan (EOP): A set of doctrines to prepare civil society to cope with natural or man-made disasters & will describe how people will be protected.

Evacuation Reception Center (ERC): A facility used during an emergency to receive evacuees in order to coordinate their transportation to appropriate shelter facilities.

Federal Disaster Declaration: A Presidential declaration pursuant to the Compact of Free Association to make federal funds available for emergency relief and reconstruction.

Local Declaration of Emergency: The existence of conditions that due to their severity require extraordinary action by the Parish President as provided through the authority of LA. R.S. 29:721 *et. seq.*

Mutual Aid: Includes, but is not limited to, evacuation and sheltering of public citizens evacuated from a disaster area.

Shelter of Last Resort: A facility equipped to temporarily house evacuees.

Staging Area: An area where evacuees and or other resources can be gathered prior to an emergency event.

SECTION 1.02. Rules of Interpretation. Unless the context clearly indicates to the contrary, the following rules shall apply to the interpretation and construction of this Agreement:

- (a) Words importing the singular number shall include the plural number and vice versa.
- (b) All references herein to particular articles or sections are references to articles or sections of this Agreement.
- (c) The captions and headings herein are solely for convenience of references and shall not constitute part of this Agreement, nor shall they affect its meaning, construction or effect.

- (d) The terms “hereby,” “hereof,” “hereto,” “herein,” “herein below,” “hereunder” or any similar terms as used in this Agreement refer to the Agreement in its entirety and not the particular article or section of this Agreement in which they appear, and the term “hereafter” means after and the term “heretofore” means before the date of execution of this Agreement.

ARTICLE II

COVENANTS AND REPRESENTATIONS OF THE PARTIES

SECTION 2.01. Covenants and Representations of St. John the Baptist Parish Council.

The Parish hereby agrees, covenants and represents as follows:

- A. The Parish has determined that this CEA serves a public purpose to assist the Parish during emergencies and disasters.
- B. NWCF agrees to provide assistance to the Parish for an evacuation reception center, staging area, and/or shelter of last resort benefiting the citizens of the Parish

SECTION 2.02. Covenants and Representations of New Wine Christian Fellowship

The NWCF hereby agrees, covenants and represents as follows:

- A. Upon direction from the Parish or designee, activate an Evacuation Reception Center by NWCF in accordance with the Parish Emergency Operations Plan (EOP).
- B. Provide use of the NWCF as a Shelter of Last Resort to SJBK citizens adversely affected and/or impacted by a man-made or natural disaster.
- C. Ensure that the NWCF is a clean, safe and structurally sound to accommodate to the SJBK citizens.
- D. Guarantee the NWCF is equipped with cooling, heating, water and restroom systems that are in proper functioning and working order.
- E. Manage the set-up, operations, and demobilization of all facilities under the National Incident Management System (NIMS).

ARTICLE III

GENERAL PROVISIONS

SECTION 3.01. General Provision. The Parish and the NWCF agree to bind their entities to the following provision:

1. TERM: The term of this Agreement shall commence on January 1, 2021 and shall continue in effect until December 31, 2024.
2. AMENDMENT
This Agreement may be amended by written consent, executed by both parties and subject to approval by St. John the Baptist Parish Council.

3. EXTENSION

The term of this Agreement may be extended for one (1) additional five (5) year term, by written agreement, executed by both Parties and subject to approval of the St. John the Baptist Parish Council.

4. PAYMENT TERMS: Use of NWCF as an Evacuation Reception Center will be considered a donation to the community. In the event of a Local Declaration of Emergency, NWCF would be able to invoice Parish to recover the cost of utilities, in accordance with the fee schedule listed in **Exhibit A: Fee Schedule**. All payments must be approved by the Parish Public Safety Director hereinafter called the DIRECTOR, and all deliverables, etc. shall be submitted to him and all approval and administration of this Agreement shall be through him.

5. MUTUAL AND RECIPROCAL BENEFIT: The NWCF and St. John the Baptist Parish acknowledge and agree that the obligations and agreements of each are in consideration of the obligations and agreements of each other and are of mutual value.

6. ASSIGNMENT: Neither the NWCF nor St. John the Baptist Parish shall assign any interest in this Agreement and shall not transfer any interest in same (whether by assignment or novation), without prior written consent of the other party.

7. AUDIT CLAUSE: It is hereby agreed that the Legislative auditor of the State of Louisiana, and/or the Office of the Governor, Division of Administration auditors shall have the option of inspecting and auditing all data records and accounts of the NWCF which relate to this Agreement, upon request.

8. TERMINATION FOR CONVENIENCE

Parish may terminate this Agreement at any time by giving thirty (30) days written notice to the NWCF of its intent to terminate this Agreement. The NWCF shall be entitled to payment for deliverables in progress; to the extent work has been performed satisfactorily.

9. TERMINATION FOR CAUSE

The Parish may terminate this Agreement for cause based upon the failure of NWCF to comply with the terms and/or conditions of the Agreement; provided that the Parish shall give NWCF written notice specifying NWCF's failure. If within thirty (30) days after receipt of such notice, NWCF shall not have either corrected such failure or, in the case which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the Parish may, at its option, place NWCF in default and the Agreement shall terminate on the date specified in such notice. The Parish may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of NWCF to comply with the terms and conditions of this Agreement; provided that the Parish shall give NWCF written notice specifying NWCF's failure and a reasonable opportunity for NWCF to cure the defect.

10. NOTICE

All notices and other communications pertaining to this Agreement shall be in writing and shall be transmitted either by personal hand-delivery (and receipt for) or deposited in the United States mail, as certified mail, return receipt requested and postage prepaid, to the other party, addressed as follows:

New Wine Christian Fellowship
Attn: Pastor Neil Bernard
1921 West Airline Hwy
LaPlace, LA 70068
Telephone:

St. John the Baptist Parish
Attn: Jaclyn Hotard
1811 West Airline Hwy
LaPlace, LA 70068
Telephone: (504) 652-9569

**ARTICLE V
ADDITIONAL PROVISIONS**

SECTION 5.01. Entire Agreement. This Agreement and the exhibits hereto shall constitute the entire understanding between the parties with respect to the subject matter hereof, superseding all negotiations, prior discussions and preliminary agreements. There is no representation or warranty of any kind made in connection with the transactions contemplated hereby that is not expressly contained in this Agreement.

SECTION 5.03. Severability. If any terms or provisions of this Agreement shall be invalid or unenforceable, the remainder of this Agreement's, terms, provisions or applications to circumstances which is not held invalid or unenforceable shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

SECTION 5.04. Additional Instruments. The parties hereto agree that, when called on to do so, each of them will execute such other instruments in writing or do such other things that are required in order to give full effect to the covenants and conditions required of them under this Agreement.

SECTION 5.05. Applicable Law. Both political subdivisions hereby consent and yield to the jurisdiction of the State Civil Courts for the Parish of St. John the Baptist and do hereby formally waive any pleas of jurisdiction.

SECTION 5.06. Execution in Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parish and the NWCF have caused this Cooperative Endeavor Agreement to be executed, sealed, and delivered as of the 8th day of December 2020.

Neil Bernard

Neil Bernard
Pastor
New Wine Christian Fellowship

Alicia McDowell

Witness:

Alicia McDowell

Carolyn Mason
CAROLYN MASON

Witness:

Jaclyn Hotard

Jaclyn Hotard
Parish President
St. John the Baptist Parish

Witness: [Signature]

Witness:

Deanna Schenck

Witness:

Exhibit A: Fee Schedule

NWCF shall submit to the Director for reimbursement copy(s) of utility bills for the emergency and/or disaster recovery period.

All payments must be approved by the Director and all deliverables, etc. shall be submitted to him and all approval and administration of this Agreement shall be through him.

New Wine Christian Fellowship

Corporate Resolution of Signing Authority

WHEREAS, the Corporation is determined to grant signing and authority to certain person(s) described hereunder,

RESOLVED, that the Board of Directors is hereby authorized and approved to authorize and empower the following individual to make, execute, endorse and deliver in the name of and on behalf of the corporation, but shall not be limited to, any and all written instruments, agreements, documents, execution of deeds, powers of attorney, transfers, assignments, contracts, obligations, certificates and other instruments of whatever nature entered into by this Corporation.

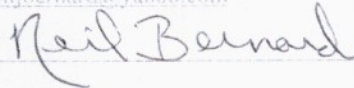
Name: Neil J. Bernard

Position/Title: Pastor & Chairman of the Board

Telephone Number: 504-401-1623

Email Address: neiljbernard@yahoo.com

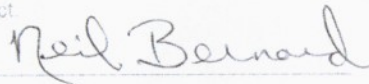
Signature: _____



The undersigned certifies that he/she is the properly elected and qualified Chairman of the Board, signing authority of New Wine Christian Fellowship, a corporation duly conformed pursuant to the laws of the state of Louisiana, and that said authority is held in accordance with state law and within the Bylaws of the above-named corporation.

This resolution has been approved by the Board of Directors of New Wine Christian Fellowship on January 1, 2020.

I, as authorized by the Company, hereby certify and attest that all the information above is true and correct.



Pastor & Chairman of the Board

1929 W. Airline Hwy – LaPlace, LA 70068 Office: (985)653-0008 Email: admin@newwinelaplace.org

“Renewing Lives, Restoring Families, & Rebuilding Communities”



ST. JOHN THE BAPTIST PARISH COUNCIL

1811 West Airline Hwy.
LaPlace, Louisiana 70068
Office 985-652-1702
Fax 985-652-1700

Division A
Lennix Madere, Jr.
P.O. Box 2617
Reserve, LA 70084
Cell 985-379-6188

December 10th, 2020

Division B
Michael P. Wright
1811 W. Airline Hwy.
LaPlace, LA 70068
Cell 504-717-3936

Jaclyn Hotard, Parish President
ST. JOHN THE BAPTIST PARISH
1811 W. Airline Hwy.
LaPlace, LA 70068

District I
Kurt Becnel
5605 Hwy. 18 River Rd.
Town of Wallace
Vacherie, LA 70090
Cell 504-330-6338

Dear Mrs. Hotard:

Please be advised of the following motion, which the St. John the Baptist Parish Council adopted at a meeting held on Tuesday, December 8th, 2020.

District II
Warren Torres, Jr.
1811 W. Airline Hwy.
LaPlace, LA 70068
Cell 504-444-4153

"Councilwoman Houston moved and Councilman Arcuri seconded the motion to grant administration authorization to enter into a Cooperate Endeavor Agreement (CEA) with New Wine Christian Fellowship for Emergency Response Services. The motion passed unanimously."

District III
Tammy Houston
1811 W. Airline Hwy.
LaPlace, LA 70068
Cell 504-444-3956

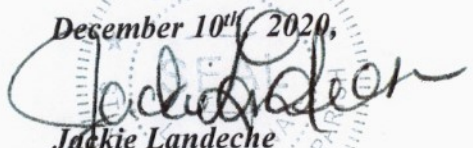
CERTIFICATION

District IV
Tyra Duhe-Griffin
1811 W. Airline Hwy.
LaPlace, LA 70068
Cell 504-444-4177

I, Jackie Landeche, Secretary of the St. John the Baptist Parish Council do hereby certify that the above is a true and correct copy of a motion adopted by said body on the 8th day of December, 2020.

District V
Robert J. Arcuri
1811 W. Airline Hwy.
LaPlace, LA 70068
Cell 504-444-3167

December 10th, 2020,


Jackie Landeche
Council Secretary
St. John the Baptist Parish Council

District VI
Tonia Schnyder
1811 W. Airline Hwy.
LaPlace, LA 70068
Cell 504-444-4283

District VII
Thomas Malik
1811 W. Airline Hwy.
LaPlace, LA 70068
Cell 504-402-0302